

ORIGINAL TITLE PAGE
PPMTA AGREEMENT
FMC AGREEMENT NO. 201206

PORT OF PHILADELPHIA MARINE TERMINAL ASSOCIATION, INC.

FEDERAL MARITIME COMMISSION AGREEMENT NO. 201206

WHEREAS, the Port of Philadelphia Marine Terminal Association, Inc. (hereinafter "PPMTA") desires to revise and restate its 1959 Agreement (FMB Agreement No. 8425), to be in conformance with the Shipping Act of 1984 and the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, said revision and restatement is set forth in this updated Agreement;¹

WHEREAS, each of the parties to the PPMTA and the Agreement is a public marine terminal operator and owns, administers, leases or operates public wharves, docks, warehouses or other terminal facilities in connection with ocean carriers;

WHEREAS, the interests of the shipping public at ports at Philadelphia, Pennsylvania and Camden, New Jersey of the United States can be more adequately served and just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such ports can be more adequately addressed and maintained by the parties' continued participation in a conference agreement;

NOW, THEREFORE, the parties hereto in consideration of the benefits, advantages and privileges to be derived from continue participation in a conference agreement as permitted under Sections 4 and 5 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, hereby revise and restate the agreement that was formed in 1959 and agree as follows:

FIRST: Each party represents and warrants that it is an "marine terminal operator" within the meaning of the Shipping Act of 1984, as amended and that it is engaged in the business of furnishing wharfage, dockage, and other marine terminal facilities or services hereinbefore described in connection with common ocean carriers within the meaning of the Shipping Act of 1984, as amended, and water carriers subject to Subchapter II of Chapter 135 of Title 49 U.S.C.

Each party also represents and warrants that if it ceases to be an "marine terminal operator" engaged in the business of furnishing wharfage, dockage, or other terminal facilities or services within the meaning of the said Shipping Act, as amended, it shall forthwith cease to be a party to this agreement but shall remain liable for any dues, assessments, or awards outstanding against it. Prompt notice of such change in status shall be given to the Executive Secretary who

¹PPMTA was incorporated in 1979 under the laws of the Commonwealth of Pennsylvania as a not for profit corporation. In 1959 marine terminal operators in the Port of Philadelphia established the Port of Philadelphia Marine Terminal Association, an unincorporated association. The Association was created so that marine terminal operators in the Port of Philadelphia could file Section 15 Agreements in conformance with the then Shipping Act of 1916.

shall promptly file an amendment with the Federal Maritime Commission (hereinafter referred to as the "Commission") reflecting that change. A list of current members appears in Appendix A to his agreement.

SECOND: This agreement and any amendments or modifications shall be filed with the Commission and become effective in accordance with the Shipping Act of 1984, as amended.

THIRD: This agreement shall cover the following subject matters and all services, facilities, rates, and charges incidental thereto: wharfage, dockage, railroad car loading, and railroad car unloading, lighterage loading and lighterage unloading, truck loading and truck unloading, free time, and wharf demurrage.

FOURTH: The parties hereto agree that all tariffs, rates, charges, classifications, rules and regulations and additions thereto and changes therein, adopted pursuant to this agreement, shall be published by the Executive Secretary of the Association. The parties further agree that no change in the Association's tariff shall commence until after reasonable notice to the public.

FIFTH: The parties hereto agree to assess and collect all terminal rates and/or charges for or in connection with services performed by them within the scope of this agreement strictly in accordance with the rates, charges, classifications, rules, regulations and/or practices set forth in the Association tariff, that they will not in any respect deviate from or violate any of the terms of said tariff, and that no rates or charges assessed or collected pursuant to such tariff shall be directly or indirectly illegally or unlawfully refunded or remitted in whole or in part in any manner or by any device.

SIXTH: Any person, firm or corporation engaged in the business of furnishing wharfage, dockage, or other marine terminal facilities or services within the meaning of the Shipping Act of 1984, as amended, or giving substantial and reliable evidence of intention to so engage at the Port of Philadelphia, may become a member of this Association upon the approval of a majority of all of the parties hereto, by affixing its signature to this agreement, or a counterpart thereof. No admission to membership shall become effective prior to the date the amendment adding that party becomes effective under the Shipping Act of 1984, as amended. Every application for membership shall be acted upon promptly. No applicant shall be denied admission except for just and reasonable cause, and advice of any denial of admission to membership, together with a statement of the reasons therefor, shall be furnished promptly to the Commission by the Executive Secretary of this Association.

Any party hereto shall have the right to withdraw from this agreement provided that written notice of such withdrawal is given at least sixty days in advance of the intended date of withdrawal to the Executive Secretary. An amendment reflecting such withdrawal will be filed by the Executive Secretary with the Commission. During the period before the effective date of

withdrawal the withdrawing party agrees to be bound by all of the provisions of this agreement. The withdrawing party also shall remain liable for all dues, assessments or awards outstanding against it.

SEVENTH: The parties hereto shall elect from their membership by a majority vote of the entire membership a President, and a Vice-President. These officers shall be the officers of the Association and shall serve without compensation for one year or until their successors have been duly elected and installed in office. It shall be the duty of the President to preside at all meetings of the Association. In the absence of the President or in case of his incapacity it will be the duty of the Vice-President to perform the duties of the President.

The parties hereto shall also select by a majority vote of the entire membership and employ an Executive Secretary who shall perform the secretarial duties of the Association and act as the executive officer thereof. The Executive Secretary need not be selected from the membership of the Association and shall receive compensation as the parties hereto shall agree upon from time to time. The minutes of the meetings of the Association shall be kept by the Executive Secretary who shall furnish copies of the said minutes to the Commission within 21 days of meetings.

Meetings of the Association may be convened at any time upon not less than three days notice at the call of the Executive Secretary or of any officer of the Association or at the request of any of the parties hereto addressed to the Executive Secretary of the Association. In the event of an emergency or the necessity for a special meeting the notice requirement contained herein shall be waived. The Executive Secretary shall decide in all cases whether or not such an emergency exists to necessitate the waiver of the notice requirement.

A quorum shall consist of the representatives of a majority of the parties hereto. Action taken at a meeting shall be determined by a two-thirds vote of those present at such meeting except as otherwise provided herein.

EIGHTH: The parties hereto agree that in the event any party is charged with any violation of this agreement and the parties are unable to voluntarily resolve their differences, any party to this agreement may in writing, addressed to the Executive Secretary, request that the dispute be submitted for decision by arbitration. The Executive Secretary shall thereupon select an Arbitration Committee of two persons from among the parties to this agreement. No party to the dispute involved, including the charging party, shall be appointed to the Arbitration Committee. The Executive Secretary shall also designate one of the persons so selected to act as the Chairman of the Arbitration Committee. The Arbitration Committee shall immediately investigate such alleged violation and shall have power to require the alleged violator to appear before it for examination in respect to such alleged violation, and upon hearing thereof, shall render a decision regarding such alleged violation, and may assess liquidated damages if they deem it necessary. Any such liquidated damages shall be paid to the injured party or shall be paid

into the Association's treasury in the discretion of the Arbitration Committee.

Each party agrees to accept any decision rendered by a majority of the said Committee as final and conclusive in all matters arising under the agreement and to abide thereby and be bound thereby unless and until the same is vacated, revised or modified by a court of competent jurisdiction or by the Commission. Failure to pay promptly any liquidated damages that may be imposed by the Arbitration Committee or failure to comply in any other way with the Arbitration Committee's decision shall subject the offending party to expulsion from participating in, and from continuing as a party to this agreement. The offending party, however, shall remain liable for any dues, assessments or awards outstanding against it. An amendment reflecting any expulsion shall be filed by the Executive Secretary with the Commission.

NINTH: The parties hereto agree that Francis X. Scanlan, Esquire, as Executive Secretary, whose office is at Post Office Box 120, Bryn Mawr, Pennsylvania, or such other person as the parties may at any time hereafter designate, shall be the authorized representative of each of the parties hereto, to issue and receive all notices and communications pertaining to this agreement, and to publish and issue all tariffs, corrections thereto, and re-issues thereof, setting forth the rates, charges, classifications, rules, regulations and practices established by the parties hereto. The Executive Secretary is authorized to file this agreement; amendments to the agreement; minutes of meetings and any other approved reports with the Commission.

TENTH: Any expense incurred in carrying out this agreement shall be pro-rated among the parties hereto as they shall from time to time determine.

ELEVENTH: The invalidation, nullification, alteration, limitation, modification, change or amendment of any part or provision of this agreement shall not affect the validity of any other part or provision hereof.

This agreement is made and entered into and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

TWELFTH: This agreement may be executed in as many original counterparts as desired and shall be binding upon each party, his or their heirs, executors, administrators, successors or assigns. In the event the agreement is assigned to the successors or assigns of either of the parties, notice thereof, together with copy of the assignment agreement, shall be filed with the Commission.

THIRTEENTH: Nothing contained in this agreement shall interfere with the right of any party under the provisions of the Shipping Act of 1984, as amended, or the jurisdiction of the Commission under said Act.

FOURTEENTH: This agreement may be amended by a two-thirds vote of the parties hereto. However, no such amendment shall be made effective until filed with the Commission.

IN WITNESS WHEREOF, the PPMTA parties have caused this agreement to be signed,
in multiple copies by the respective officials as of the day, month and year as set forth below.

SOUTH JERSEY PORT CORPORATION

BY: Joseph A. Bafin

TITLE: C.E.O. S.J.P.C.

DATED: 7-20-09

DELAWARE RIVER STEVEDORES, INC.

BY: Robert Volante

TITLE: President

DATED: 7/20/09

**THE PORT OF PHILADELPHIA & CAMDEN,
A DEPARTMENT OF THE DELAWARE
RIVER PORT AUTHORITY**

BY: [Signature]

TITLE: C.E.O.

DATED: 3/24/10

Reviewed by Office of
General Counsel and
Approved as to Legal
Form.

[Signature]

**AMENDMENTS TO THE FEDERAL MARITIME COMMISSION
AGREEMENT NO. 201206**

SEVENTH:

A quorum shall consist of the representative of all parties hereto. Action taken at a meeting shall be determined by a unanimous vote of those present at such meeting except as otherwise provided herein.

EIGHT: The parties hereto agree that in the event any party is charged with any violation of this agreement and the parties are unable to voluntarily resolve their differences, any party to this agreement may in writing, addressed to the Executive Secretary, request that the dispute be submitted for decision by arbitration. The Executive Secretary shall thereupon select an Arbitration Committee of three members of the Maritime Exchange for the Delaware River and Bay and/or maritime commercial men from the Delaware River and Bay area. No party to the dispute involved, including the charging party, shall be appointed to the Arbitration Committee. The Executive Secretary shall also designate one of the persons so selected to act as the Chairman of the Arbitration Committee. The Arbitration Committee shall immediately investigate such alleged violation and shall have power to require the alleged violator to appear before it for examination in respect to such alleged violation, and upon hearing thereof, shall render a decision regarding such alleged violation, and may assess compensatory damages if they deem it necessary excluding any form of punitive damages.. Any such damages shall be paid to the injured party or shall be paid into the Association's treasury in the discretion of the Arbitration Committee.

Each party agrees to accept any decision rendered by a majority of the said Committee as final and conclusive in all matters arising under the agreement and to abide thereby and be bound thereby unless and until the same is vacated, revised, or modified by a court of competent jurisdiction or by the Commission. Failure to pay promptly and compensatory damages that may be imposed by the Arbitration Committee or failure to comply in any other way with the Arbitration Committee's decision shall subject the offending party to expulsion from participating in, and from continuing as a party to this agreement. The offending party, however, shall remain liable for any dues, assessments or awards outstanding against it. An amendment reflecting any expulsion shall be filed by the Executive Secretary with the Commission.

NINTH: The parties hereto agree that Eugene Mattioni, Esquire, shall act in the capacity of Executive Secretary, whose office is at 399 Market Street, Suite 200, Philadelphia, Pennsylvania

FOURTEENTH: This agreement may be amended by a unanimous vote of the parties hereto. However, no such amendment shall be made effective until filed with the Commission.

The Port of Philadelphia & Camden, A Department of the Delaware River Port Authority has withdrawn from this Agreement.